

CONSENT AGREEMENT

Recitals:

- A. Northern Arizona Fiduciaries ("NAF") is a corporation duly authorized to conduct business in Arizona. On or about April 19, 1999, NAF was licensed as a Fiduciary business.
- B. Carla Jones is the owner of NAF and the designated principal. Ms. Jones was licensed as a private Fiduciary on or about November 8, 1999. As the designated principal Ms. Jones is responsible for the actions of NAF and those that NAF employs.
- C. An employee of NAF provided a prescription narcotic to an individual for whom NAF was appointed as guardian. The prescription narcotic was not prescribed to the individual but was prescribed to and was the property of the NAF employee.
- D. After learning the employee provided the individual with the prescription narcotic, Ms. Jones left for a 10-day vacation and placed the employee (the only other NAF licensed fiduciary) responsible for NAF's fiduciary obligations, including continued responsibility for the individual.
- E. A NAF employee became aware that a different ward of NAF was exhibiting behavior that might suggest some form of inappropriate sexual behavior. NAF caused the ward to be medically examined and reported the incident to Adult Protective Services ("APS"). A report to APS satisfies NAF's reporting statutory reporting obligations. After reporting the incident to APS, APS requested and NAF agreed to report the concerns to law enforcement. Division staff contends

1 that NAF was not as forthcoming with the report to law enforcement as NAF
2 should have been.

3 F. Division staff undertook an investigation of the NAF conduct. During the course
4 of the investigation, Division staff requested to interview certain NAF employees.
5 NAF refused this request unless Ms. Jones was present. The interviews did not
6 occur although after the September 7, 2017 Fiduciary Board meeting ("Board
7 Meeting") NAF offered to allow the interviews to occur.

8 G. In response to the NAF employee inappropriately providing prescription drugs to
9 a ward, NAF demoted the employee. NAF represents that an element of the
10 demotion was that the demoted employee (a licensed fiduciary) was prohibited
11 from providing fiduciary services. Notwithstanding this demotion, the employee
12 continued to have unsupervised access to NAF wards and NAF continued to
13 charge wards at a fiduciary rate for the employee's services instead of a rate
14 commensurate with the services provided. After the Board Meeting, NAF
15 undertook efforts to return funds inappropriately billed.

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17 H. NAF and Ms. Jones represent that they are presently in compliance with all code,
18 rules and statutory requirements.

19 I. At the Board Meeting, the Fiduciary Board instructed Division staff to attempt to
20 resolve the regulatory issues related to this conduct through a Consent
21 Agreement. Division staff has met with NAF representatives and it is proposed
22 that the Fiduciary Board, NAF and Ms. Jones enter into this agreement to resolve
23 complaints number 16-0007, 16-0008, 16-0009, 17-0014 (the "Complaints").
24
25

Now therefore it is agreed:

Terms of Agreement:

1. The Fiduciary Board has jurisdiction over the allegations contained in the Complaints. In determining to enter into this agreement, The Fiduciary Board has relied on NAF's and Ms. Jones' representations they are in compliance with all code, rules and statutes.
2. For all services provided by the demoted employee but billed at a Fiduciary rate NAF has caused or shall within 30 days of the date of this agreement the return of the difference between the fiduciary billing rate and the lower appropriate rate for the services provided. If the funds cannot be returned they shall be forwarded to the State as unclaimed property.
3. The Fiduciary Board censures NAF and Ms. Jones and places each on probation for a term of two years from the date of the first onsite visit by Affiliated Monitors, Inc. as further described below.
4. Not as part of the probationary terms and as a continuing obligation, NAF and Ms. Jones agree to provide the Fiduciary Board and Division staff unimpeded access to NAF records and staff.
5. Terms of Probation:
 - a. NAF shall enter into an agreement with Affiliated Monitors, Inc. and the agreement shall be in form and substance satisfactory to Division staff (the "Agreement"). The purpose of the Agreement is to provide the Fiduciary Board with assurances that NAF and Ms. Jones are in compliance with all code, rules and statutory requirements and if appropriate cause NAF and Ms. Jones to modify their policies, procedures and practices.
 - b. The Agreement shall provide for two years of monitoring. The first year there shall be no less than four monitoring visits. Additional visits will be required

1 if remedial actions are identified requiring the visits to determine code, rule
2 and statutory compliance.

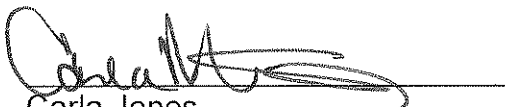
3 c. In the second year there shall be no less than two monitoring visits. Additional
4 visits will be required if remedial actions are identified requiring the visits to
5 determine code, rule and statutory compliance.

6 d. In addition to the monitoring, the Agreement shall provide that Affiliated
7 Monitors, Inc. shall provide reports to Division staff after each monitoring visit.

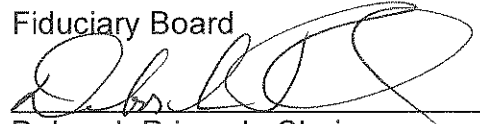
8 e. All cost associated with the monitoring and any reports or other activity shall
9 be paid by NAF and Ms. Jones.

10 f. NAF and Ms. Jones shall comply with all reasonable requests of Affiliated
11 Monitors, Inc. NAF and Ms. Jones shall immediately notify Division staff of
12 any refusal to comply. The notification shall contain the request and the
13 bases of NAF and Ms. Jones refusal to comply.

14 6. NAF and Ms. Jones shall comply with all code, rule and statutory obligations. A
15 failure to comply with these obligations or the Monitoring Agreement may result
16 in further discipline. The parties agree that upon a violation the Fiduciary Board
17 may reopen the Complaints as if this agreement was not entered.

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19 
20 Carla Jones

21 Dated: May 21, 2018

22
23 Fiduciary Board
24 
25 Deborah Primock, Chair

Dated: 5/10/18

Northern Arizona Fiduciaries, Inc.

24 By Carla M. Jones
25 Its President

Dated: May 21, 2018